

United States Courts
Southern District of Texas
FILED

AUG 05 2019

David J. Bradley, Clerk of Court

Fill in this information to identify your case:

United States Bankruptcy Court for the:

District of _____

Case number (if known): _____

Chapter you are filing under:

- ☐ Chapter 7
☒ Chapter 11
☐ Chapter 12
☐ Chapter 13

☐ Check if this is an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be *yes* if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

DE LA REINA DEVELOPMENTS CORP.

First name

Middle name

Last name

Suffix (Sr., Jr., II, III)

First name

Middle name

Last name

Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

XXX - XX - 8 3 9 5

OR

9 XX - XX - _____

XXX - XX - _____

OR

9 XX - XX - _____

Debtor 1

DE LA PEÑA DEVELOPMENTS CORP
 First Name Middle Name Last Name

Case number (if known) _____

About Debtor 1:

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

Include trade names and doing business as names

☐ I have not used any business names or EINs.

SCAP & STEEL TERMINALS LLC
 Business name

CAL-IXA AGGREGATES LLC
 Business name

EIN _____

EIN _____

About Debtor 2 (Spouse Only in a Joint Case):

☐ I have not used any business names or EINs.

Business name _____

Business name _____

EIN _____

EIN _____

5. Where you live

134 E BRACEBRIDGE CIR
 Number Street

Spring Tx 77362
 City State ZIP Code

MONTGOMERY
 County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

Number Street _____

P.O. Box _____

City State ZIP Code _____

If Debtor 2 lives at a different address:

Number Street _____

City State ZIP Code _____

County _____

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number Street _____

P.O. Box _____

City State ZIP Code _____

6. Why you are choosing this district to file for bankruptcy

Check one:

☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.
 (See 28 U.S.C. § 1408.)

Check one:

☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason. Explain.
 (See 28 U.S.C. § 1408.)

Debtor 1

First Name

Middle Name

Last Name

Case number (if known)

Part 2: Tell the Court About Your Bankruptcy Case**7. The chapter of the Bankruptcy Code you are choosing to file under**

Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy* (Form 2010)). Also, go to the top of page 1 and check the appropriate box.

- ☐ Chapter 7
- ☒ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13

8. How you will pay the fee

☒ I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.

☐ I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).

☐ I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. Have you filed for bankruptcy within the last 8 years?

☒ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY

District _____ When _____ Case number _____
MM / DD / YYYY

District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?

☒ No

☐ Yes. Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
MM / DD / YYYY

Debtor _____ Relationship to you _____
District _____ When _____ Case number, if known _____
MM / DD / YYYY

11. Do you rent your residence?

☒ No. Go to line 12.

☐ Yes. Has your landlord obtained an eviction judgment against you and do you want to stay in your residence?

☐ No. Go to line 12.

☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1

First Name Middle Name Last Name

Case number (if known)

Part 3: Report About Any Businesses You Own as a Sole Proprietor**12. Are you a sole proprietor of any full- or part-time business?**

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

☐ No. Go to Part 4.☒ Yes. Name and location of business

CAL-IXA AGGREGATES LLC

Name of business, if any

525 N SAM HOUSTON Pkwy E

Number Street

Houston

City

TX

State

77060

ZIP Code

Check the appropriate box to describe your business:

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))☒ Commodity Broker (as defined in 11 U.S.C. § 101(6))☐ None of the above**13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?**

For a definition of small business debtor, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).

☐ No. I am not filing under Chapter 11.☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.☒ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.**Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention****14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?**

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

☐ No☐ Yes. What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number Street

City

State

ZIP Code

Debtor 1

First Name

Middle Name

Last Name

Case number (if known)

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling**15. Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

☒ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

☐ **Incapacity.** I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

☐ **Disability.** My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

☐ **Active duty.** I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1

First Name Middle Name Last Name

Case number (if known)

Part 6: Answer These Questions for Reporting Purposes**16. What kind of debts do you have?****16a. Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

- ☐ No. Go to line 16b.
☐ Yes. Go to line 17.

16b. Are your debts primarily business debts? *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.

- ☐ No. Go to line 16c.
☒ Yes. Go to line 17.

16c. State the type of debts you owe that are not consumer debts or business debts.**17. Are you filing under Chapter 7?**☒ No. I am not filing under Chapter 7. Go to line 18.☐ Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?

- ☐ No
☐ Yes

Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

18. How many creditors do you estimate that you owe?

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

19. How much do you estimate your assets to be worth?

- | | | |
|---|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input checked="" type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

20. How much do you estimate your liabilities to be?

- | | | |
|---|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input checked="" type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Part 7: Sign Below**For you**

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(h).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

X

Signature of Debtor 1

Executed on 08/05/2019
MM / DD / YYYY

X

Signature of Debtor 2

Executed on MM / DD / YYYY

Debtor 1

First Name

Middle Name

Last Name

Case number (if known)

For you if you are filing this bankruptcy without an attorney

If you are represented by an attorney, you do not need to file this page.

The law allows you, as an individual, to represent yourself in bankruptcy court, but **you should understand that many people find it extremely difficult to represent themselves successfully. Because bankruptcy has long-term financial and legal consequences, you are strongly urged to hire a qualified attorney.**

To be successful, you must correctly file and handle your bankruptcy case. The rules are very technical, and a mistake or inaction may affect your rights. For example, your case may be dismissed because you did not file a required document, pay a fee on time, attend a meeting or hearing, or cooperate with the court, case trustee, U.S. trustee, bankruptcy administrator, or audit firm if your case is selected for audit. If that happens, you could lose your right to file another case, or you may lose protections, including the benefit of the automatic stay.

You must list all your property and debts in the schedules that you are required to file with the court. Even if you plan to pay a particular debt outside of your bankruptcy, you must list that debt in your schedules. If you do not list a debt, the debt may not be discharged. If you do not list property or properly claim it as exempt, you may not be able to keep the property. The judge can also deny you a discharge of all your debts if you do something dishonest in your bankruptcy case, such as destroying or hiding property, falsifying records, or lying. Individual bankruptcy cases are randomly audited to determine if debtors have been accurate, truthful, and complete. **Bankruptcy fraud is a serious crime; you could be fined and imprisoned.**

If you decide to file without an attorney, the court expects you to follow the rules as if you had hired an attorney. The court will not treat you differently because you are filing for yourself. To be successful, you must be familiar with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the local rules of the court in which your case is filed. You must also be familiar with any state exemption laws that apply.

Are you aware that filing for bankruptcy is a serious action with long-term financial and legal consequences?

☐ No
☒ Yes

Are you aware that bankruptcy fraud is a serious crime and that if your bankruptcy forms are inaccurate or incomplete, you could be fined or imprisoned?

☐ No
☒ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out your bankruptcy forms?

☒ No
☐ Yes. Name of Person _____

Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119).

By signing here, I acknowledge that I understand the risks involved in filing without an attorney. I have read and understood this notice, and I am aware that filing a bankruptcy case without an attorney may cause me to lose my rights or property if I do not properly handle the case.

X

Signature of Debtor 1

Date

08/05/2019
MM/DD/YYYY

Contact phone

832 613 3862

Cell phone

832 613 3862

Email address

jlperez@tguet.com

X

Signature of Debtor 2

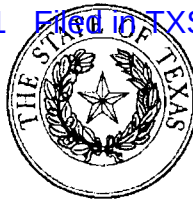
Date

MM/DD/YYYY

Contact phone

Cell phone

Email address



Office of the Secretary of State

CERTIFICATE OF FILING OF

DE LA REINA DEVELOPMENTS CORPORATION

File Number: 801508419

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/14/2011

Effective: 11/14/2011



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

FILED
In the Office of the
Secretary of State of Texas

NOV 14 2011

Corporations Section

**CERTIFICATE OF FORMATION
FOR-PROFIT CORPORATION**

The undersigned natural person of the age of eighteen (18) years or more acting as the Incorporator of **DE LA REINA DEVELOPMENTS CORPORATION** (hereinafter referred to as the "Corporation") under the Texas Business Organizations Code (hereinafter referred to as the "TBOC"), does hereby adopt the following Certificate of Formation of the Corporation:

**ARTICLE I
NAME**

The name of the Corporation is **DE LA REINA DEVELOPMENTS CORPORATION**.

**ARTICLE II
DURATION**

The period of the Corporation's duration is perpetual.

**ARTICLE III
PURPOSES AND POWERS**

Section 3.1 Purposes: The purpose for which the Corporation is organized is to transact any or all lawful business for which corporations may be incorporated under the TBOC.

Section 3.2 Powers: Subject to any limitation or restrictions imposed by the TBOC or any other law, or by this Certificate of Formation, and solely in furtherance of, but not in addition to, the purposes set forth in Section 3.1 of this Article III, the Corporation shall have and exercise all of the powers specified in the TBOC or in any other applicable law of the State of Texas.

**ARTICLE IV
AUTHORIZED SHARES**

The aggregate number of shares that the Corporation shall have authority to issue is one million (1,000,000) shares of common stock of \$1.00 par value.

**ARTICLE V
REGISTERED OFFICE AND AGENT**

The address of the initial Registered Office of the Corporation is 222 McCarty, Houston, Texas 77029, and the name of its initial Registered Agent at such address is Alvaro Acosta.

ARTICLE VI CORPORATE GOVERNANCE

Section 6.1 Directors: The number of Directors of the Corporation shall be fixed by the Bylaws of the Corporation or pursuant to a resolution of the Board of Directors in compliance with this Certificate of Formation and the Bylaws, but such number shall be at least two (2), and the names and addresses of the persons who are to serve as Directors of the Corporation until their successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Juan Luis Perez Soberon	222 McCarty Houston, TX 77029
Andrea Rochin Paez	222 McCarty Houston, TX 77029

Section 6.2 Shareholder Consents: Any action required by the TBOC to be taken at any annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

ARTICLE VII INTERESTED TRANSACTIONS

Except as may be otherwise provided in the TBOC, no contract, act or transaction of the Corporation with any person or persons, firm, trust, or association, or any other corporation shall be affected or invalidated by the fact that any director, officer, or shareholder of the Corporation is a party to, or is interested in, such contract, act or transaction, or in any way connected with any such person or persons, firm, trust, or association, or is a director, officer, or shareholder of, or otherwise interested in, any such other corporation, nor shall any duty to pay damages on account of the Corporation be imposed upon such director, officer, or shareholder of the Corporation solely by reason of such fact, regardless of whether the vote, action, or presence of any such director, officer, or shareholder may be, or may have been, necessary to obligate the Corporation on, or in connection with, such act, or transaction; provided that if such vote, action, or presence is or shall have been necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other corporation) be known or disclosed to the Board of Directors of the Corporation.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Right to Indemnification. The Corporation shall indemnify any director, officer, employee, or agent of the Corporation made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and any inquiry or investigation that could lead to such action, suit or proceeding, or any appeal of such action, suit or proceeding by reason of the fact that such

person is or was a director, officer, employee, or agent of the Corporation or is or was serving or agreed to serve at the request of the Corporation as a director, officer, employee, agent, partner, venturer, proprietor, trustee, or similar functionary of any other corporation, partnership, joint venture, trust sole proprietorship, employee benefit plan or other enterprises or by reason of any action alleged to have been taken or omitted in any such capacity against judgments, penalties (including excise and similar taxes), fines, and amounts paid in settlement and reasonable expenses (including attorney's fees) actually incurred by such person in connection with such action, suit, or proceeding, including any appeal thereof, if such person:

- (a) conducted himself or herself in good faith;
- (b) reasonably believed (a) in the case of conduct in such person's official capacity, that his or her conduct was in the Corporation's best interests, and (b) in all other cases, that such person's conduct was at least not opposed to the best Interests of the Corporation; and
- (c) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Notwithstanding the foregoing, no indemnification shall be made in an action or suit if such person is found liable on the basis that personal benefit was improperly received by such person, whether or not the benefit resulted from an action taken in such person's official capacity; or in any action or suit in which such person is found liable to the Corporation except that in either case such person shall be indemnified for reasonable expenses actually incurred by such person in connection with such proceeding provided such person has not been found liable for fraud, willful or intentional misconduct, or gross negligence in the performance of any action or duty on behalf of the Corporation and acted in accordance with subparagraphs (a), (b) and (c). If a court of competent jurisdiction in which a suit or action has been brought determines and orders upon application that, despite the adjudication of liability but in view of all the circumstances of the case, that such person is fairly and reasonably entitled to indemnification, then the Corporation shall indemnify such person in accordance with the court's order notwithstanding the foregoing.

Section 8.2 Requirements for Indemnification. Any indemnification under this Article VIII, unless pursuant to a determination by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is permissible in the circumstances and when, in addition to such determination, one or more of the following circumstances exist:

- (a) The Corporation receives actual written notice from the party potentially to be indemnified, or such party's representative, of the pendency or threat of such action, suit, or proceeding within such time as to enable the Corporation to assert any applicable defense and/or counterclaim to such action, suit, or proceeding;

(b) Upon settlement of such action, suit or proceeding, provided that the Corporation has received prior written notice of all of the terms and the pendency of such settlement, and has approved such settlement by action of at least a majority of the Corporation's Board of Directors. It shall be conclusively presumed that the Board of Directors has approved and ratified the terms and conditions of the settlement unless the Board of Directors determines otherwise within thirty (30) days of the date it first receives actual or constructive knowledge of the settlement;

(c) Upon settlement of such action, suit or proceeding without notice to the Corporation when, and only when, the Corporation by action of at least a majority of the Board of Directors ratifies the terms of such settlement after the fact. It shall be conclusively presumed that the Board of Directors has approved and ratified the terms and conditions of the settlement unless the Board of Directors determines otherwise within thirty (30) days of the date it first receives actual or constructive knowledge of the settlement;

(d) Upon rendition of a judgment or decision of an arbitrator provided the failure of such person to provide the Corporation written notice of such action, suit or proceeding has not materially increased the amount subject to indemnification. It shall be conclusively presumed that the failure to provide notice has not materially increased the Corporation's liability unless the Board of Directors within thirty (30) days of the date it first receives actual or constructive knowledge reasonably determines otherwise;

(e) In any action, suit or proceeding in which such person has been wholly successful, on the merits or otherwise, in the defense of any action, suit or proceeding; or

(f) In such other instances in which the Board of Directors or members deem indemnification appropriate and lawful.

Section 8.3 Assumption of Defense. The Corporation shall be entitled to assume the defense of any person seeking indemnification pursuant to the provisions of this Article VIII. If the Corporation elects to assume the defense, such defense shall be conducted by counsel chosen by it and not objected to in writing for valid reasons by such person. In the event the Corporation elects to assume the defense of any such person and retain such counsel, such person shall bear the fees and expenses of any additional counsel he retains.

Section 8.4 Advance of Expenses. The Corporation shall advance reasonable expenses pursuant to this Article VIII upon a determination by the Board of Directors that such person has met the applicable standard of conduct set forth in this Article VIII and upon the Corporation's receipt of (i) an unsecured undertaking (without regard or reference to such person's ability to make repayments) by such person to repay all amounts expended by the Corporation in such defense, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation, and (ii) a written affirmation from such person of such person's good faith belief that he or she has met the standard of conduct necessary for indemnification.

Section 8.5 Power to Indemnify; Subordination of Indemnification. The foregoing rights of indemnification shall be supplemental and not exclusive and shall not be deemed to

limit in any way the power of the Corporation to indemnify under any applicable law, bylaw, agreement, vote of members, directors or otherwise. The foregoing rights of indemnification shall be subordinate to and in excess of any valid and collectible insurance.

Section 8.6 Procedure for Indemnification of Directors and Officers. Any indemnification of a director, officer, employee or agent of the Corporation or advance of costs, charges and expenses to a director, officer, employee or agent under the terms of this Article VIII, shall be made promptly and in any event within thirty (30) days, upon the written request of such individual. If a determination by the Corporation that the individual is entitled to indemnification pursuant to his Article VIII is required, and the Corporation fails to respond within sixty (60) days to a written request for indemnity, the Corporation shall be deemed to have approved such request unless otherwise provided herein. If the Corporation denies a written request for indemnity or advancement of expense, in whole or in part, or if payment in full pursuant to such request is not made within thirty (30) days, the right to indemnification or advances granted by this Article VIII shall be enforceable by such individual in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action, shall also be indemnified by the Corporation. It shall be a defense to any such action that the claimant has not met the standard of conduct set forth in Section 8.1 of this Article VIII, but the burden of proving such defense shall be on the Corporation.

Section 8.7 Survival; Preservation of Other Rights. The foregoing indemnification provisions shall be deemed to be a contract between the Corporation and each director, officer, employee and agent who serves in any such capacity at any time while these provisions as well as the relevant provisions of the TBOC are in effect; no repeal or modification of such acts shall affect any right or obligation then existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a "contract right" may not be modified retroactively without the consent of such director, officer, employee or agent. Notwithstanding this provision, the Corporation may enter into additional contracts or indemnity with these persons to provide rights provided in this Article VIII, or to otherwise modify, amend, increase or decrease these rights, as the Board of Directors or members may see fit.

Section 8.8 Insurance: The Corporation may, to the extent that policies economically feasible for the Corporation are available, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of this status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Texas law. Such insurance expressly may include self insurance by the Corporation through a trust or any other mechanism or entity as may be approved by the Board of Directors.

Section 8.9 Severability. If this Article VIII or any portion hereby shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee or agent of the Corporation as to costs, charges and expenses (including attorney's fees), judgments, fines and amounts paid in settlement with

respect to any action, suit or proceeding, whether civil, criminal, administrative, investigative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article VIII that shall not have been invalidated and to the fullest extent permitted by applicable law. If any provision hereof should be held by a court of competent jurisdiction to be invalid, such provision shall be limited only to the extent necessary to make sure provision enforceable, it being the intent of the Corporation to indemnify each individual who serves or who has served as a director, officer, employee or agent of the Corporation to the maximum extent permitted by law.

Section 8.10 Limitation on Scope of Liability. To the fullest extent permitted by the TBOC, as it now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide additional limitations of liability than permitted prior thereto), no Director of the Corporation shall be liable to the Corporation or its Shareholders for monetary damages for an act or omission in the director's capacity as a Director, except and only to the extent such Director is found liable for the following:

- (a) A breach of the Director's duty of loyalty to the Corporation or its Shareholders;
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director to the Corporation or an act or omission that involves intentional misconduct or knowing violation of the law by the Director;
- (c) A transaction from which the Director gained any improper benefit whether or not such benefit resulted from an action taken within the scope of the Director's office; or
- (d) An act or omission by the Director for which liability is expressly provided by an applicable statute.

Any repeal or modification of this Section 8.10 shall not adversely affect any right or protection of a Director of the Corporation for any act or omission by such Director in the director's capacity as a Director prior to the date of such repeal or modification.

IX INCORPORATOR

The name and address of the Incorporator is **Veronica A. Hernandez, 4134 Blue Bonnet Blvd, Houston, TX 77025.**

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this the 10th day of November, 2011.


Veronica A. Hernandez, Incorporator